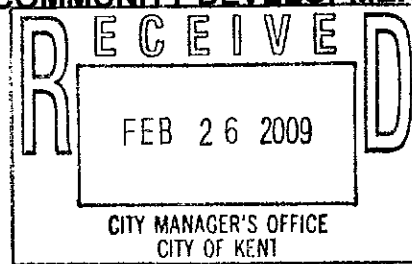




CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT



DATE: February 26, 2009

TO: Dave Ruller, City Manager

FROM: Bridget Susel, Grants & Neighborhood Programs Administrator *BS*

CC: Gary Locke, Community Development Director

RE: Council Items: 1.) Recommendations for the Reprogramming of CDBG Funds
2.) FY 2009 CDBG Funding & Project Recommendations

The City is preparing its funding request for the FY 2009 Community Development Block Grant Program (CDBG). The funding request is submitted to the U.S. Department of Housing and Urban Development (HUD) on an annual basis and must include a list of proposed programs that will be implemented with CDBG funding. To date, the exact amount of the City's FY 2009 CDBG allocation has not been specified by HUD, but the City has been told to anticipate receiving the same level of CDBG funding allocated to the City in FY 2008, which was \$298,370.00.

A total of eight project proposals were received this year seeking CDBG funding assistance. The total amount of funding requested was \$401,568.75, which is \$103,198.75 more than the City is anticipating receiving in FY 2009 CDBG funding. After reviewing CDBG financial information from prior program years, staff has identified funding that can be re-allocated and used in conjunction with the anticipated FY 2009 CDBG allocation to provide enough additional funding to adequately fund all eight proposed FY 2009 CDBG projects. In order for this process to occur, Community Development staff is recommending Council consider approval of the following:

1.) Recommended Reprogramming of CDBG Funds

Three separate program changes are recommended involving CDBG funding:

- The City has \$15,000.00 in FY 2008 CDBG funding that has not been allocated to a specific CDBG activity so this funding can be applied to FY 2009 CDBG project funding.

- FY 2007 CDBG funding was allocated to cover a portion of the cost associated with the storm sewer improvements along Harris and West Streets. The project is nearing its completion and the project costs to be paid with FY 2007 CDBG funding were lower than anticipated. A remaining balance of \$27,500.00 in FY 2007 CDBG funding is available and can be applied to FY 2009 CDBG project funding.
- The City currently maintains a revolving loan fund (RLF) for a down payment assistance/rehabilitation assistance program. Currently, the fund has a balance of \$104,660.00. Staff is recommending that \$30,000.00 of the available funding be applied to FY 2009 CDBG project funding.

2.) FY 2009 CDBG Funding & Project Recommendations

The Community Development Department received eight separate project funding requests. Based on a review of all eight proposals and in consideration of all applicable CDBG regulatory requirements, staff is recommending Council approval of the following projects and allocation amounts for the FY 2009 CDBG program year:

**A. Coleman Professional Services –
CPS Rental Rehabilitation Projects**

This proposed activity involves the completion of additional housing rehabilitation work on two properties owned and operated by Coleman Professional Services. The properties are located at 209 South Prospect Street and 1233 North Mantua Street. The residents of the properties are either low or very low income. The improvements to be undertaken on these properties include removal and replacement of hot water tanks at both properties and needed improvements to the kitchen at one unit located at the 209 South Prospect Street property.

Funding Requested: \$23,080.75 **Funding Recommended: \$20,982.00**
FY2008 CDBG Funding: \$ 26,983.00

**B. Family & Community Services of Portage County -
Counseling Building Roof Replacement Project**

Family and Community Services of Portage County (F&CS) is seeking CDBG funding to assist with the replacement of the roof on the Counseling Building located at 143 Gougler Avenue, Kent, Ohio.

Funding Requested: \$30,000.00 **Funding Recommended: \$30,000.00**
FY2008 CDBG Funding: \$40,000.00

C. Family and Community Services of Portage County – Shelter Services

This is the continuation of an activity that has been funded in past years by the City. These services are provided at Miller Community House (emergency shelter), and Freedom House (veteran’s transitional shelter). Funding helps pay for shelter nights spent by Kent residents as well as case management, counseling, and housing placement.

Funding Requested: \$10,000.00 **Funding Recommended: \$10,000.00**
FY2008 CDBG Funding: \$17,000.00

D. Family and Community Services of Portage County – Portage Area Transitional Housing (PATH)

This is the continuation of an activity that has been funded in past years by the City. PATH Services are targeted to homeless families and individuals who are transitioning out of the emergency homeless shelter. Persons assisted through this program often experienced cycles of homelessness and face multiple barriers to self-sufficiency.

Funding Requested: \$10,000.00 **Funding Recommended: \$10,000.00**
FY2008 CDBG Funding: \$3,000.00

E. Community Action Council of Portage County – Kent Furnace Inspection/Targeted Replacement Program

The applicant is requesting funding from the CDBG program to continue its “Kent Furnace Inspection/Targeted Replacement Program” to provide services such as furnace inspection and tune-up, or if necessary, the replacement of failing or inefficient furnaces and/or hot water tanks to low-to-moderate-income Kent households. No other repairs would be undertaken on the property, thus the program does not duplicate the broader range of rehabilitation services provided through the City’s housing rehabilitation programs. Given the importance of energy conservation in view of rising heating costs, this is one activity that staff believes should be funded at a higher level than last year, albeit less than what was requested.

Funding Requested: \$75,000.00 **Funding Recommended: \$53,000.00**
FY2008 CDBG Funding: \$49,000.00

**F. City of Kent, Police Department –
Community Policing**

This is the continuation of a program that CDBG funds have assisted for a number of years. The program provides additional patrols and police visibility in low-to-moderate income neighborhoods and in assisted housing complexes. Residents are also taught crime awareness and prevention as part of the program.

Funding Requested: \$23,973.00
FY2008 CDBG Funding: \$23,275.00

Funding Recommended: \$23,973.00

**G. City of Kent, Engineering Department -
SR 59 Signalization Upgrade Project**

The Engineering Department is requesting funds to be applied towards the local costs associated with design and acquisition services needed for the SR 59 Signalization Upgrade Project. The overall project involves needed traffic signal upgrades at eleven separate intersections within the City, including 10 intersections along SR 59 and the intersection of South Water and Summit Streets.

Funding Requested: \$130,000.00
FY2008 CDBG Funding: \$0

Funding Recommended: \$128,000.00

**H. Kent Regional Business Alliance (KRBA) –
Business Incubator & Small Business Development Center**

This request would provide continued support for the Business Incubator and the Small Business Development Center operated by the Kent Regional Business Alliance. These programs provide counseling and technical assistance to low-to-moderate income Kent residents who are interested in entrepreneurship or have just started their own business. Special programs are also available for women and disadvantaged business enterprises, as well as training in contract procurement.

Funding Requested: \$47,600.00
FY2008 CDBG Funding: \$40,000.00

Funding Recommended: \$43,000.00

**I. City of Kent, Community Development Department -
Grant Administration**

These funds are used to cover grant administration costs such as the cost of supplies, advertising, postage, copying, travel costs for trainings, and other related costs. Funding for this activity is limited to no more than 20% of the CDBG program year allocation.

Funding Requested: \$32,915.00 **Funding Recommended: \$32,915.00**
FY2008 CDBG Funding: \$32,512.00

**J. City of Kent, Community Development Department -
Fair Housing Implementation**

These funds will be used to cover the cost associated with the provision of fair housing services through the Fair Housing Contact Service of Akron. The agency provides counseling in the areas of fair housing discrimination, landlord-tenant issues, investigates fair housing complaints, and provides a variety of public education and outreach services in the City.

Funding for this activity is counted toward the Planning and Administration 20% funding limitation.

Funding Requested: \$19,000 **Funding Recommended: \$19,000**
FY2008 CDBG Funding: \$19,000

A spreadsheet summarizing the requested and recommended funding amounts has been attached for review. Copies of all submitted FY 2009 CDBG proposals also are available for review at the Community Development Department.

Cc: FY2009 CDBG Consolidated Plan Annual Update File
Funding Applicants

FY2009 CDBG ALLOCATION
 PROPOSED PROJECTS & FUNDING RECOMMENDATIONS

\$370,870.00

PROJECTS	AMOUNT REQUESTED	PUBLIC SERVICE	ADMIN CAP	RECOMMENDED FUNDING	FY2008 FUNDING
COLEMAN (Rental Rehab)	\$23,080.75			\$20,982.00	\$26,983.00
FCS (PATH) (PS CAP)	\$10,000.00	\$10,000.00		\$10,000.00	\$3,000.00
FCS (Shelter Services) (PS CAP)	\$10,000.00	\$10,000.00		\$10,000.00	\$17,000.00
FCS (Counseling Bldg Roof Replacement)	\$30,000.00			\$30,000.00	\$40,000.00
CAC (Furnace Inspection & Replacement Program)	\$75,000.00			\$53,000.00	\$49,000.00
KRBA (SBDC & Incubator)	\$47,600.00			\$43,000.00	\$40,000.00
KENT POLICE (Neighborhood Policing) (PS CAP)	\$23,973.00	\$23,973.00		\$23,973.00	\$23,275.00
KENT, ENGINEERING (SR 59 Signalization Upgrade Project)	\$130,000.00			\$128,000.00	\$0.00
KENT CD (Grant Administration)	\$32,915.00			\$32,915.00	\$32,512.00
FAIR HOUSING IMPLEMENTATION (Grant Administration)	\$19,000.00		\$19,000.00	\$19,000.00	\$19,000.00
Totals >>>	\$401,568.75	\$43,973.00	\$19,000.00	\$370,870.00	
15% Public Service Cap >>>		\$55,630.50			
20% Admin Cap >>>			\$74,174.00		

FY 2009 CDBG FUNDS AVAILABLE

Projected FY 2009 CDBG Allocation \$298,370.00
 Unprogrammed Prior Year Funds \$15,000.00
 Harris St. FY 2007 Funds Available \$27,500.00
 Downpayment RLF Funds \$30,000.00
TOTAL \$370,870.00



CITY OF KENT, OHIO

DEPARTMENT OF ECONOMIC DEVELOPMENT

Date: January 14, 2009
To: David Ruller, City Manager
From: Dan Smith, Economic Development Director
Subject: Economic Development 2008 Year in Review

As we begin the New Year it is an appropriate time to reflect on past year of activities in regards to our Economic Development activities. Despite the overall poor economy and extremely volatile financial markets, we had numerous achievements over the past year. Income tax receipts for the period ending December 31, 2008 were \$10,871,742 or 101.13% of our revised budget. This represents an increase of \$211,398 (+1.98%) over the same time period last year. In addition, JEDD revenues have been experiencing continued growth, over \$292,500 in new revenues from the Franklin Township JEDD since February 2007, as businesses and employment continues to increase along the SR 59 corridor, predominantly from the Wal-Mart Plaza (Hibbet Sporting Goods, Good Will Store, Radio Shack additions). The Brimfield JEDD generated nearly \$21,000 in 2008. Kent State University's 3,000 stable employee base also adds stability to our City in comparison to other cities and counties (i.e. Loraine, Dayton, Warren, and Cuyahoga County) that are feeling even harsher effects from slowing economy. While our current business environment has certainly been challenging the past year, we appear to be weathering the economic storm far better than many N.E. Ohio cities/counties.

The following reports detail our Economic Development activities over the past year. While the ED department consists of only one employee, a team approach and coordination with other City Departments (Community Development, Service, Engineering & Finance) has yielded positive results in attraction and retention efforts. Since these metrics and reports have not existed in the past, I am still in the process of refining how we collect and report activity on an on-going basis.

For your review I have included the following items: 2008 ED statistics/stats sheet, 2008 ED year in review summation, contacts & results spreadsheet as well as our City of Kent upcoming stimulus projects and other initiatives that took place during the past year. These reports represent the overall activity of the ED department in 2008. Nearly all of these activities complimented our current ED strategy (completed October 05) as well as the vision of the Bicentennial Plan. Interesting to note, many of our recent activities (i.e. Downtown Master Plan, Atlantic & Great Western Technology Park, JEDD expansions, I-76 & 261 projects) are actually extensions of the Bicentennial Plan and previous City of Kent planning documents.

As we begin 2009, several projects remain at the forefront of our efforts. These include our Downtown revitalization project, the completion of phase 2 & 3 of the Phoenix project, the new medical facilities at St. Rt. 43 & 261, a new industry in the former Erie rail yard, the former mall site as well as several small business ventures in the City and JEDD areas. In addition, several new areas of focus for 2009 will include: and update of our overall Economic Development Strategy, an enhanced ED web presence where we can list featured projects and available properties, planning and implementing twice annual meetings with our local CEOs and business leaders, hosting our area realtors/brokers and networking for available sites and potential new businesses, create a “starting a business in Kent” process guide in conjunction with the Chamber of Commerce and KRBA, and explore how to better politically advocate for Kent projects with county, state and federal elected officials.

In closing, despite a financial climate unlike any we have ever seen in recent decades, Kent has continued to perform well in attraction and retention compared too many other Ohio communities. Many promising projects remain on the pending list and appear to have a great potential for breaking ground in the upcoming year. Without question, economic development would be much easier if the financial markets and economy was not in such high turmoil. Nevertheless, our efforts and positioning as a development-ready college town will likely continue to generate results in the upcoming year. Kent remains an appealing place to live, learn and conduct business.



CITY OF KENT, OHIO

DEPARTMENT OF LAW

TO: KENT CITY COUNCIL, MAYOR FENDER, DAVE RULLER
FROM: JAMES R. SILVER, LAW DIRECTOR *JRS*
DATE: FEBRUARY 27, 2009
RE: BUSINESS "FEE"

Councilman Kuhar suggested that the City review instituting a fee to be paid by every business in the City for operating within the City. There is little information on this type of arrangement in Ohio.

In conversations with Pam Hanover of Squires, Sanders & Dempsey, we determined that there are currently no regulations preventing this action. So, if Council wishes to implement such a fee, it could. Ms. Hanover did warn that often times, when a local government does something like this, the State government will intervene and either do it themselves, taking it away from the local governments, or ban it.

As Council reviews this possible fee, staff would simply ask that the following questions be discussed:

- 1) Who would pay the fee? Home businesses? People just located in Kent, or people who occasionally work in Kent – ie: construction companies and snow plow operators?
- 2) How much is the fee? \$25.00 - \$75.00 has been suggested.
- 3) Does everyone pay the same fee? Does the local babysitter pay the same fee as Davey Tree Company?
- 4) Is the fee business friendly?
- 5) Who tracks down all of the businesses and makes sure they pay the fee? Would this person(s) cost more than is generated by the fee?



CITY OF KENT, OHIO

DEPARTMENT OF ECONOMIC DEVELOPMENT

Date: February 27, 2009

To: David Ruller, City Manager

From: Dan Smith, Economic Development Director

Subject: Superior Aerial RLF Application and Loan Appropriation

In January, the RLF committee met to discuss two applications that have been received for funding. One application, Superior Aerial, appears to be ready for approval in conjunction with their approved primary lender. Superior Aerial is located at 1323 Middlebury Road. The company repairs, maintains and certifies bucket trucks. This loan will allow them to purchase the facility they are currently occupying and will allow them to remain a Kent business for the foreseeable future.

The amount of the loan, to be taken from RLF fund #2 (EDA subsidized) is \$60,000. They have a \$250,000 commitment from their primary lending source and the appraisal of the site came in at \$372,000.

In addition, it is my understanding that not all of the balances currently available (\$140,812.13 in RLF 1 and \$178,691 in RLF 2) have been appropriated for use in 2009. Because I have several additional loans applications pending, I would request that council move to appropriate the current balances for 2009. The RLF funds are only available for this specific use and I am pleased that we have viable requests that will both retain and create new jobs.

CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING

MEMO

TO: Dave Ruller
Linda Copley

FROM: Jon Giaquinto

DATE: 2/24/09

RE: Summit Street Improvement Project – KSU and City of Kent Memorandum of Understanding

Engineering is requesting council time to seek approval of the attached substantially compliant Memorandum of Understanding (MOU) with KSU. The MOU establishes the responsibilities of both the City and KSU as well as the terms of payment for the design of the project. The city has secured Federal funds to pay for 80% of the design and construction while the KSU Board of Trustees have agreed to partner with the City to pay half of the local share. The city has been approved by ODOT to manage the project design, right of way and construction activities. The project is included in the City's 2009 Capital Plan for design and in the 2012 Capital Plan for construction.

c: Gene Roberts, Service Director
Suzanne Robertson, Executive Assistant
Jim Silver, Law Director
Budget and Finance

EAST SUMMIT STREET IMPROVEMENTS

MEMORANDUM OF UNDERSTANDING

**KENT STATE UNIVERSITY
AND
THE CITY OF KENT**

ALL PARTIES BEING IN THE STATE OF OHIO

This Memorandum of Understanding, dated _____ 2009, is an agreement made and entered into between Kent State University ("KSU") and the City of Kent, Ohio, duly formed under the laws of the State of Ohio (the "City").

WITNESSETH:

WHEREAS, KSU and the City desire to continue their joint efforts for the improvement of East Summit Street generally located from Lincoln Street to Loop Road; known as the East Summit Street Improvements (the "Project"), and;

WHEREAS, KSU and the City have previously shared resources to complete a safety study to obtain Federal Highway Safety Funds (HSP), and;

WHEREAS, the City has applied for and received Federal funding through the Congestion Mitigation/Air Quality (CMAQ) program and the HSP program to finance a majority of the design, right of way acquisition, construction and construction inspection costs for this Project, and;

WHEREAS, the Ohio Department of Transportation (ODOT) has agreed that the City serve as the responsible lead agency to administer the Project, and;

WHEREAS, the City will enter into a Local Public Agency (LPA) Local-Let Federal agreement with ODOT to administer the Project, and;

WHEREAS, KSU and the City have agreed to use a design consultant to provide professional surveying and engineering services for the preliminary and final design of the proposed Project and that the City will be the lead agency in the management of the Project, and;

WHEREAS, KSU does hereby give permission to the City of Kent, its agents, employees, consultants and contractors to enter upon KSU lands for the purpose of surveying, utility investigations, subsurface investigations, traffic counting, environmental studies and any other work necessary to complete the preliminary and final design of the Project, and;

WHEREAS, KSU and the City agree to pay for the local share of the design, estimated to be \$330,000, in equal amounts (50/50 split) up to a maximum amount of \$165,000 per entity, and;

WHEREAS, KSU and the City further agree to pay for the local share of the construction of the Project, with the amount to be determined after completion of the design phase, and to be included by Amendment to this document, and;

WHEREAS, the Kent State University Board of Trustees has authorized the Vice President for Finance and Administration to enter into a contractual agreement with the City of Kent to share the required local match for federal and state funded improvements to Summit Street. The authorization is for 50% of the local share, with the amount presently estimated at \$1.1 million, and;

NOW, THEREFORE, in consideration of the promises and covenants contained in this Memorandum of Understanding, the parties hereto agree as follows:

Section 1. Design of the Project

- A. The City shall undertake the design of the Project in a workmanlike manner.
- B. The City hereby agrees that all contracts for the design of the Project shall be entered into in compliance with the applicable provisions of State and Local laws including Federal requirement for the procurement of professional services.
- C. The parties to this Memorandum of Understanding covenant that all design with respect to the Project is made in reliance on this Memorandum of Understanding.
- D. KSU, as a major stakeholder of the Project, shall be active in the selection of the design consultant, the development and review of the preliminary alternatives, the selection of the preferred alternative, review of the detailed design plans and attendance and participation at regular project meetings.
- E. The cost of the professional engineering services will be split 50% KSU, 50% City. The City will be invoiced and pay for the professional services and KSU will reimburse the City its share of the total cost when the City invoices KSU for said professional services that are KSU's portion.

Section 2. Construction of the Project

- A. This Memorandum of Understanding will be amended prior to construction to further detail the terms.

- B. KSU's participation in the local match is limited to the \$1.1 million authorized by the Kent State University Board of Trustees. Any additional funds needed for the local match must be authorized by the Board of Trustees prior to entering into contracts or change orders requiring the additional funds.

IN WITNESS WHEREOF, the parties hereto have offered their hands and seals.

CITY OF KENT, OHIO

WITNESS:

Reviewed and Recommended by:

James S. Bowling, P.E.
Deputy Service Director/Superintendent of
Engineering

Date

WITNESS:

Approved and Accepted by:

Dave Ruller
City Manager

Date

Approved as to form:

James R. Silver, Law Director
City of Kent

Certificate of Director of Budget and Finance

It is hereby certified that the amount one hundred sixty five thousand dollars (\$165,000) required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the City Treasury or in the process of collection to the credit of the Capital Funds free from any obligation or certificates now outstanding.

Director of Budget and Finance

Date

IN WITNESS WHEREOF, the parties hereto have offered their hands and seals.

KENT STATE UNIVERSITY

WITNESS:

Reviewed and Recommended by:

Gregg S. Floyd
Vice President for Finance and
Administration
Kent State University

Date

CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING

MEMO

TO: Dave Ruller
Linda Copley

FROM: Jon Giaquinto

DATE: 2/25/09

RE: Stonewater Drive Reconstruction Project – Donation of Right of Way

Engineering is requesting council time for acceptance of the donation of right of way containing 0.306 acres of land from Jeffrey D. Joseph, President of Don Joseph, Inc. The right of way is approximately 10 feet by 520 feet and extends from the intersection of West Main Street along the westerly line of Stonewater Drive. The right of way is valued at \$6,046.26. This right of way will enable the City to construct the Stonewater Drive Improvements which includes new asphalt pavement, concrete curbs, driveway aprons, multiuse path, water line, storm sewer and traffic signal.

c: Gene Roberts, Service Director
Suzanne Robertson, Executive Assistant
Jim Silver, Law Director
Sandy Lance, Law Department
file

RIGHT-OF-ENTRY AGREEMENT
FOR THE CITY OF KENT
1111 Main Street, Kent, Ohio

This Agreement, made and entered into by the City of Kent Ohio, this 18 day of February, 2009, (hereinafter referred to as the Grantee), and Don Joseph, Inc. hereinafter referred to as the Owner(s)".

Witnesseth:

1. The Owner(s) hereby grant to the Grantee, their employees, agents, consulting Engineers, contractors, sub-contractors, and other representatives, the right to enter upon the Owners real property as required to for the reconstruction of lawn areas, walls, fences, and/or driveway pavement, and for the purpose of restoring the area affected by the construction of the Stonewater Drive Improvement Project.
2. The Grantees agree to restore the property, insofar as it is possible, to its original condition at the completion of any work on the said property.
3. The Right-of-Entry granted herein shall be effective immediately upon execution hereof and shall continue in full force for the duration of the project.
4. The Owner(s) hereby covenants with the Grantees that they are the true and lawful Owners of the real estate previously mentioned, and are lawfully seized of the same in fee simple and have good right and full power to grant this Right-of-Entry.
5. The Owner(s) by granting this Right-of-Entry does not relinquish any rights whatsoever not contained herein.

In witness whereof, the parties hereto have executed this instrument and the said owner(s) herein, and, who hereby grants this Right-of-Entry upon their premises to the aforementioned Grantees, have hereunto set their hand(s) on this 18 day of February, 2009.

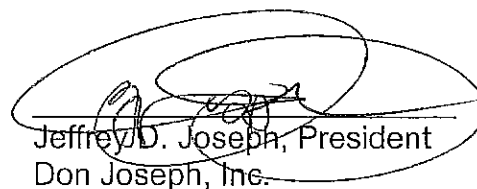
Signed and acknowledged
in the presence of:

Owner(s)

Phonda Boyd

Jan P. Higgins

Witness: Print name


Jeffrey D. Joseph, President
Don Joseph, Inc.

KNOW ALL MEN BY THESE PRESENTS

That Don Joseph, Inc. the Grantor, who claims title by or through instrument, recorded in Inst. No. 200420082, Portage County Recorder's Office, for the consideration of ---Ten and no/100--Dollars (\$ 10.00) received to their full satisfaction of The City of Kent the Grantee, whose Tax mailing address will be 325 S. Depeyster St. Kent, Ohio 44240 does Give, Grant, Bargain, Sell and Convey unto the said Grantee, and to its successors and assigns, the following described premises, situated in the City of Kent, County of Portage and State of Ohio:

Stone Water Drive Improvement 0.306 Acre Parcel
See Exhibit "A" attached hereto and made a part hereof

be the same more or less, but subject to all legal highways.

To have and to hold the above granted and bargained premises, with the appurtenances thereunto belonging, unto the said Grantee, and to their separate heirs and assigns forever.

And we, the said Grantors, for itself and it's successors and assigns, hereby covenant with the said Grantee, their heirs and assigns, that said Grantor is the true and lawful owners of said premises, is well seized of the same in fee simple, and have good right and full power to bargain, sell and convey the same in the manner aforesaid, and that the same are free and clear from all encumbrances, except taxes and assessments for the current taxable year and thereafter; zoning ordinances for the City of Kent, Ohio, restrictions and easements of Record, if any, and further, that we the said Grantors will warrant and defend the same against all claims of all persons whatsoever, except as hereinbefore provided.

In Witness Whereof we have hereunto set our hands, the 18 day of February, in the year of our Lord two thousand nine.

Don Joseph, Inc.

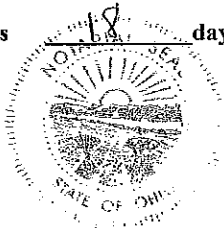
By 
Jeffrey D. Joseph, President

State of Ohio } Before me, a Notary Public
Portage County, ss. in and for said County and State, personally appeared the above
named
Jeffrey D. Joseph

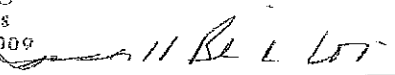
who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed, and that he is the President of the Don Joseph, Inc.

In Testimony Whereof, I have hereunto set my hand and official seal, on

this 18 day of FEB, A.D. 2009.



SANDRA R. BEATON
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
November 15, 2009


Notary Public

This instrument prepared by
James R. Silver, Law Director
The City of Kent, Ohio
215 East Summit Street
Kent, Ohio 44240

0.306 ACRE PARCEL

Situated in the City of Kent, County of Portage and State of Ohio, and being part of Original Franklin Township Lot 27 as conveyed to Don Joseph, Inc. and recorded in Instrument No. 200420082 and being more fully described as follows;

Beginning at the centerline intersection of West Main Street (S.R. 59, R/W Varies) and Stone Water Drive (R/W Varies) and the southeast corner of said Joseph's parcel, said point being the **TRUE PLACE OF BEGINNING** of the parcel of land hereinafter described, thence in a clockwise direction the following ten (10) courses and distances:

1. Thence North 86 Degrees 30 Minutes 54 Seconds West along the south line of said Joseph's parcel and the centerline of said West Main Street, a distance of 266.96 feet to the southwest corner of said Joseph's parcel and the southeast corner of a parcel conveyed to Montrose Real Estate II, LLC (Instrument No. 200420081);
2. Thence North 01 Degrees 13 Minutes 33 Seconds East along the west line of said Joseph's parcel and the east line of said Montrose's parcel, a distance of 30.02 feet to 5/8 inch rebar with cap "GPD" set on the north line of said West Main Street;
3. Thence South 86 Degrees 30 Minutes 54 Seconds East along the north line of said West Main Street, a distance of 218.05 feet to a 5/8 inch rebar with cap "GPD" set;
4. Thence North 03 Degrees 18 Minutes 06 Seconds East, a distance of 1.74 feet to a 5/8 inch rebar with cap "GPD" set;
5. Thence North 61 Degrees 19 Minutes 24 Seconds East, a distance of 20.27 feet to a 5/8 inch rebar with cap "GPD" set;
6. Thence North 00 Degrees 23 Minutes 11 Seconds West, a distance of 506.88 feet to a 5/8 inch rebar with cap "GPD" set at a corner of said Joseph's parcel and on the west line of said Stone Water Drive;
7. Thence South 86 Degrees 30 Minutes 46 Seconds East along a line of said Joseph's parcel and the west line of said Stone Water Drive, a distance of 10.02 feet to a point;
8. Thence South 00 Degrees 23 Minutes 11 Seconds East along the east line of said Joseph's parcel and the west line of said Stone Water Drive, a distance of 519.44 feet to a point;
9. Thence South 86 Degrees 30 Minutes 54 Seconds East, a distance of 20.05 feet to a point on the east line of said Joseph's parcel and on the centerline of said Stone Water Drive;
10. Thence South 00 Degrees 23 Minutes 11 Seconds East along the east line of said Joseph's parcel and the centerline of said Stone Water Drive, a distance of 30.07 feet to the True Place of Beginning and containing 0.306 acres (13,318 Sq. Ft.) of land, of which 0.184 acres is contained in the existing right-of-way of West Main Street (S.R. 59), more or less,

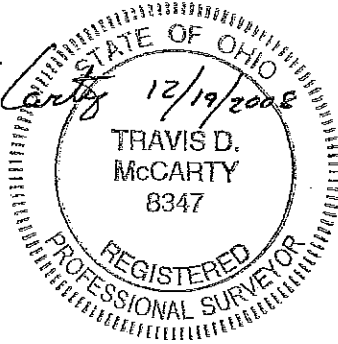
and subject to all easements, restrictions and covenants of record as surveyed under the supervision of Travis D. McCarty, PS Number 8347, for GPD Associates, in December of 2008.

Basis of Bearing is State Plane Grid North, Ohio North Zone, NAD 1983.

Being a part of Auditor's Parcel No. 17-027-00-00-010-001.

G:\Civil\2005165\01-Admore Drive\Documents\Legals\Joseph.DOC

Travis D. McCarty



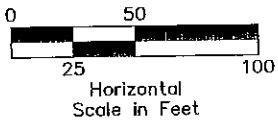
A circular professional seal for Travis D. McCarty, a Registered Professional Surveyor in the State of Ohio. The seal contains the text: STATE OF OHIO, 12/19/2008, TRAVIS D. McCARTY, 8347, REGISTERED PROFESSIONAL SURVEYOR.

Parcel name: Joseph

North: 542946.36410089 East : 2276526.41147352
Line Course: N 86-30-54 W Length: 266.96
North: 542962.59185884 East : 2276259.94515018
Line Course: N 01-13-33 E Length: 30.02
North: 542992.60498845 East : 2276260.58737391
Line Course: S 86-30-54 E Length: 218.05
North: 542979.35033374 East : 2276478.23414423
Line Course: N 03-18-06 E Length: 1.74
North: 542981.08744559 East : 2276478.33435617
Line Course: N 61-19-24 E Length: 20.27
North: 542990.81433438 East : 2276496.11807159
Line Course: N 00-23-11 W Length: 506.88
North: 543497.68280841 East : 2276492.69982129
Line Course: S 86-30-46 E Length: 10.02
North: 543497.07333250 East : 2276502.70126814
Line Course: S 00-23-11 E Length: 519.44
North: 542977.64514407 East : 2276506.20421940
Line Course: S 86-30-54 E Length: 20.05
North: 542976.42636018 East : 2276526.21714187
Line Course: S 00-23-11 E Length: 30.07
North: 542946.35704394 East : 2276526.41992515

Perimeter: 1623.49 Area: 13,318 sq.ft. 0.306 acres

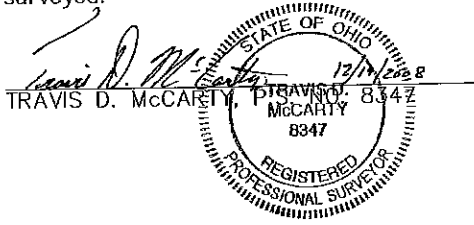
Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.01101048 Course: S 50-08-20 E
Error North: -0.007056948 East : 0.008451632
Precision 1: 147,450.43



Basis of Bearing is
 State Plane Grid North
 Ohio North Zone, NAD83

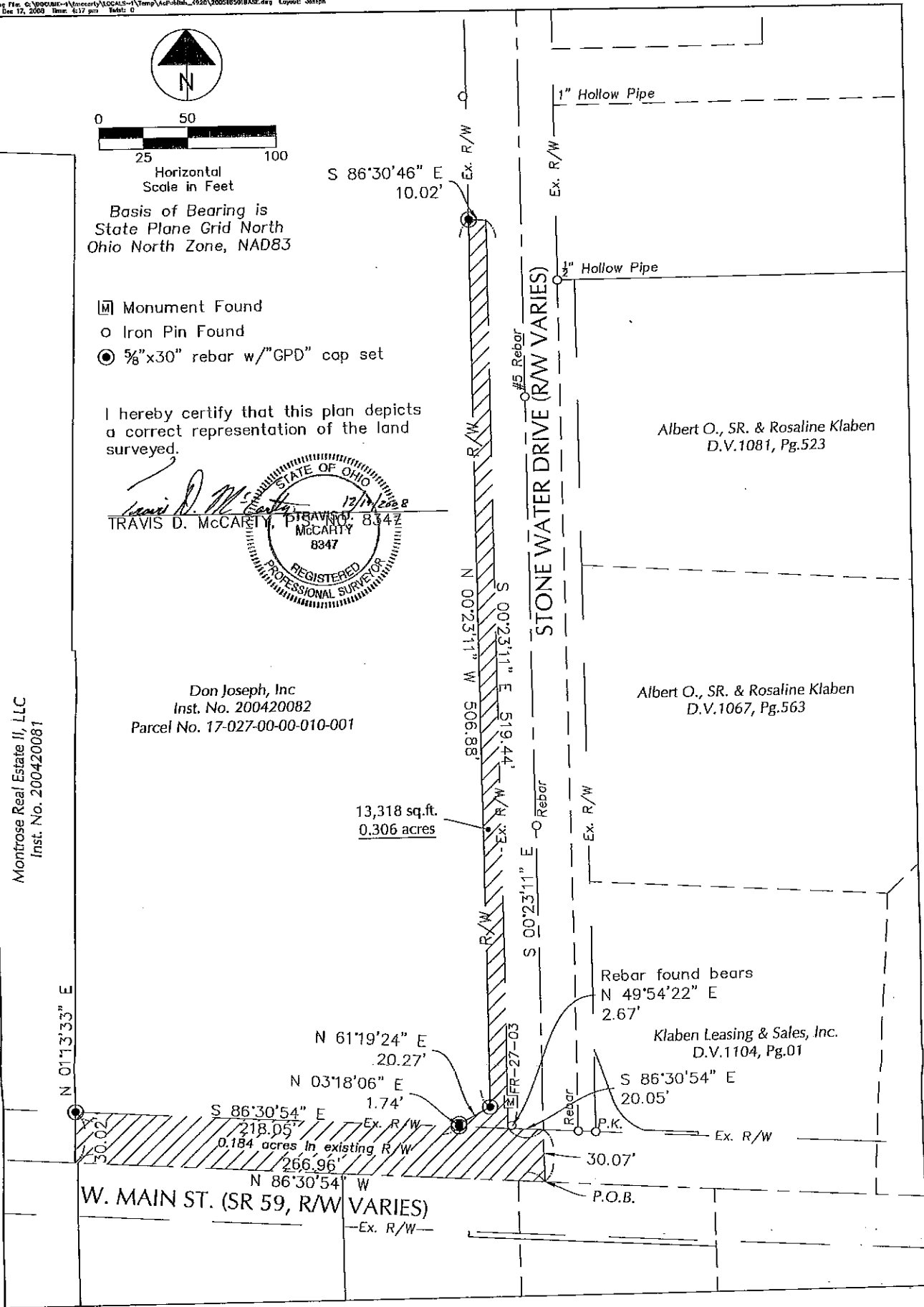
- ◻ Monument Found
- Iron Pin Found
- 5/8"x30" rebar w/"GPD" cap set

I hereby certify that this plan depicts
 a correct representation of the land
 surveyed.



Don Joseph, Inc
 Inst. No. 200420082
 Parcel No. 17-027-00-00-010-001

Montrose Real Estate II, LLC
 Inst. No. 200420081



1	2005165101	DATE	12/17/05
1	10'50"	REVISION	
		DATE	
		BY	
		CHECKED	
		APPROVED	

CITY OF KENT
 STONE WATER DRIVE IMPROVEMENTS
 KENT, OHIO

STONE WATER DRIVE
 RIGHT-OF-WAY DEDICATION

LEGAL DESCRIPTION:
 PART OF ORIGINAL
 FRANKLIN TOWNSHIP LOT 27
 CITY OF KENT, COUNTY OF SUMMIT
 STATE OF OHIO



CHAPTER 349: NEW COMMUNITY ORGANIZATION

349.01 New community organization definitions.

As used in this chapter:

(A) "New community" means a community or an addition to an existing community planned pursuant to this chapter so that it includes facilities for the conduct of industrial, commercial, residential, cultural, educational, and recreational activities, and designed in accordance with planning concepts for the placement of utility, open space, and other supportive facilities.

(B) "New community development program" means a program for the development of a new community characterized by well-balanced and diversified land use patterns and which includes land acquisition and land development, the acquisition, construction, operation, and maintenance of community facilities, and the provision of services authorized in this chapter.

(C) "New community district" means the area of land described by the developer in the petition as set forth in division (A) of section 349.03 of the Revised Code for development as a new community and any lands added to the district by amendment of the resolution establishing the community authority.

(D) "New community authority" means a body corporate and politic in this state, established pursuant to section 349.03 of the Revised Code and governed by a board of trustees as provided in section 349.04 of the Revised Code.

(E) "Developer" means (1) any person, organized for carrying out a new community development program who owns or controls, through leases of at least seventy-five years' duration, options, or contracts to purchase, the land within a new community district, or (2) any municipal corporation, county, or port authority that owns the land within a new community district, or has the ability to acquire such land, either by voluntary acquisition or condemnation in order to eliminate slum, blighted, and deteriorated or deteriorating areas and to prevent the recurrence thereof, or (3) any university that has entered into a university-community cooperative agreement with a municipal corporation, and owns land or the state owns land for the university's use and benefit or that [controls] land within a new community district that is owned by a charitable foundation or other entity on behalf of or for the benefit of the university, or (4) any combination of the foregoing.

(F) "Organizational board of commissioners" means, if the new community district is located in only one county, the board of county commissioners of such county; if located in more than one county, a board consisting of the members of the board of county commissioners of each of the counties in which the district is located, provided that action of such board shall require a majority vote of the members of each separate board of county commissioners; ~~or, if more than half of the new community district is located within the boundaries of the most populous municipal corporation of a county, the legislative authority of the municipal corporation; or, if there is a university-community cooperative agreement, the legislative authority of the municipal corporation in which the main campus of the university is located.~~

(G) "Land acquisition" means the acquisition of real property and interests in real property as part of a new community development program.

(H) "Land development" means the process of clearing and grading land, making, installing, or constructing water distribution systems, sewers, sewage collection systems, steam, gas, and electric lines, roads, streets, curbs, gutters, sidewalks, storm drainage facilities, and other

cooperative agreement may include additional parties to the agreement, either initially or by amendment to the agreement, including any person satisfying the definition of developer in this section, the county in which the university is located, any other political subdivision having jurisdiction in the proposed district, including the new community authority, [OR ANY OTHER PERSON OWNING LAND ADJACENT TO ANY PROPERTY IN THE PROPOSED DISTRICT WHO DELIVERS A WRITTEN REQUEST TO THE MUNICIPAL CORPORATION TO BE INCLUDED IN THE NEW COMMUNITY AUTHORITY? - HOW DOES THE ADDITION OF 349.01(E)(4) AFFECT THIS CONCEPT? DOES THE ADDITION OF INDIVIDUAL OWNERS CONTRADICT 349.02?] The university-community cooperative agreement may be amended from time with the consent of the parties thereto.

Effective Date: 09-05-2001

349.02 Orderly development of new communities.

This chapter is enacted for the purposes of encouraging the orderly development of well-planned, diversified, and economically sound new communities and of encouraging the initiative and participation of private enterprise in such undertakings; and encouraging co-operation between the developer and the community authority to carry out a new community development program.

Effective Date: 10-04-1972

to conform to the facts by correcting any errors in the description of the proposed new community district or in any other particular.

Upon the determination of the organizational board of commissioners that a sufficient petition has been filed in accordance with this section, the board shall fix the time and place of a hearing on the petition for the establishment of the proposed new community authority. Such hearing shall be held not less than ninety-five nor more than one hundred fifteen days after the petition filing date, except that if the petition has been signed by all proximate cities, such hearing shall be held not less than thirty nor more than forty-five days after the petition filing date. The clerk of the board of county commissioners with which the petition was filed shall give notice thereof by publication once each week for three consecutive weeks in a newspaper of general circulation in any county of which a portion is within the proposed new community district. Such clerk shall also give written notice of the date, time, and place of the hearing and furnish a certified copy of the petition to the clerk of the legislative authority of each proximate city which has not signed such petition. In the event that the legislative authority of a proximate city which did not sign the petition does not approve by ordinance, resolution, or motion the establishment of the proposed new community authority and does not deliver such ordinance, resolution, or motion to the clerk of the board of county commissioners with which the petition was filed within ninety days following the date of the first publication of the notice of the public hearing, the organizational board of commissioners shall cancel such public hearing and terminate the proceedings for the establishment of the new community authority.

Upon the hearing, if the organizational board of commissioners determines by resolution that the proposed new community district will be conducive to the public health, safety, convenience, and welfare, and is intended to result in the development of a new community, the board shall by its resolution, entered of record in its journal and the journal of the board of county commissioners with which the petition was filed, declare the new community authority to be organized and a body politic and corporate with the corporate name designated in the resolution, and define the boundary of the new community district. In addition, the resolution shall provide the method of selecting the board of trustees of the new community authority and fix the surety for their bonds in accordance with section 349.04 of the Revised Code.

If the organizational board of commissioners finds that the establishment of the district will not be conducive to the public health, safety, convenience, or welfare, or is not intended to result in the development of a new community, it shall reject the petition thereby terminating the proceedings for the establishment of the new community authority.

(B) At any time after the creation of a new community authority, the developer may file an application with the clerk of the board of county commissioners of the county in which the original petition was filed, setting forth a general description of territory it desires to add or to delete from such district, that such change will be conducive to the public health, safety, convenience, and welfare, and will be consistent with the development of a new community and will not jeopardize the plan of the new community. If the developer is not a municipal corporation or county, all of such an addition to such a district shall be owned by, or under the control through leases of at least seventy-five years duration, options, or contracts to purchase, of the developer. Upon the filing of the application, the organizational board of commissioners shall follow the same procedure as required by this section in relation to the petition for the establishment of the proposed new community.

(C) If all or any part of the new community district is annexed to one or more existing municipal corporations, their legislative authorities may appoint persons to replace any appointed citizen member of the board of trustees. The number of such trustees to be replaced by the municipal corporation shall be the number, rounded to the lowest integer, bearing the proportionate relationship to the number of existing appointed citizen members as the acreage of the new community district within such municipal corporation bears to the total acreage of the new

employees of a university or municipal corporation unless otherwise provided in the university-community cooperative agreement. If a vacancy occurs in the office of a member other than a member appointed by the developer, the organizational board of commissioners may appoint a successor member for the remainder of the unexpired term. Any appointed member of the board of trustees may at any time be removed by the organizational board of commissioners for misfeasance, nonfeasance, or malfeasance in office. Members appointed by the developer may also at any time be removed by the developer without a showing of cause.

Each member of the board of trustees, before entering upon his official duties, shall take and subscribe to an oath before an officer authorized to administer oaths in Ohio that he will honestly and faithfully perform the duties of his office. Such oath shall be filed in the office of the clerk of the board of county commissioners in which the petition was filed. Upon taking the oath, the board of trustees shall elect one of its number as chairman and another as vice-chairman, and shall appoint suitable persons as secretary and treasurer who need not be members of the board. The treasurer shall be the fiscal officer of the authority. The board shall adopt by-laws governing the administration of the affairs of the new community authority. Each member of the board shall post a bond for the faithful performance of his duties and give surety therefor in such amount, but not less than ten thousand dollars, as the resolution creating such board shall prescribe.

All of the powers of the new community authority shall be exercised by its board of trustees, but without relief of such responsibility, such powers may be delegated to committees of the board or its officers and employees in accordance with its by-laws. A majority of the board shall constitute a quorum, and a concurrence of a majority of a quorum in any matter within the board's duties is sufficient for its determination, provided a quorum is present when such concurrence is had and a majority of those members constituting such quorum are trustees not appointed by the developer. All trustees shall be empowered to vote on all matters within the authority of the board of trustees, and no vote by a member appointed by the developer shall be construed to give rise to civil or criminal liability for conflict of interest on the part of public officials.

Effective Date: 10-04-1972

349.05 Restricting power and authority of new community authority.

A new community authority established pursuant to this chapter is a body corporate and politic, and shall have the powers specifically granted by this chapter. This chapter does not limit or restrict the power and authority of cities, counties, and townships. The new community authority shall have no power or authority over zoning or subdivision regulation, provision of fire or police protection, or, unless such services cannot be obtained from other existing political subdivisions, water supply or sewage treatment and disposal.

The exercise of police power granted to the authority by this chapter does not invalidate the exercise of police power by any municipal corporation and the exercise of police power by a municipal corporation shall prevail in the case of a conflict with powers exercised by the authority. The grant of power to the authority under divisions (N) and (O) of section 349.06 of the Revised Code shall not remove municipal, regional, or county planning commissions and agencies from jurisdiction within the district, nor shall such powers invalidate municipal ordinances and resolutions or other regulations of such planning commission and agencies.

Effective Date: 10-04-1972

349.06 Power and authority of new community authority.

(L) Maintain such funds or reserves as it considers necessary for the efficient performance of its duties;

(M) Enter [into] agreements with the boards of education of any school districts in which all or part of the new community district lies, whereby the community authority may (1) acquire property for, may construct and equip, and may sell, lease, dedicate, with or without consideration, or otherwise transfer lands, schools, classrooms, or other facilities, whether or not within the new community district, from the authority to the school district for school and related purposes or (2) provide payments to a school district [to compensate for loss of revenue resulting from any tax exemption in the new community district];

(N) Prepare plans for acquisition and development of lands and facilities, and enter into agreements with city, county, or regional planning commissions to perform or obtain all or any part of planning services for the new community district;

(O) Engage in planning for the new community district, which may be predominantly residential and open space, and prepare or approve a development plan or plans therefor, and engage in land acquisitions and land development in accordance with such plan or plans;

(P) Issue new community authority bonds and notes and community authority refunding bonds, payable solely from the income source provided in section 349.08 of the Revised Code, unless the bonds are refunded by refunding bonds, for the purpose of paying any part of the cost as applied to the new community development program or parts thereof;

(Q) Enforce any covenants running with the land of which the new community authority is the beneficiary, including but not limited to the collection by any and all appropriate means of any community improvement charge deemed to be a covenant running with the land and enforceable by the new community authority pursuant to section 349.07 of the Revised Code; and to waive, reduce, or terminate any community development charge of which it is the beneficiary to the extent not needed for any of the purposes provided in section 349.07 of the Revised Code, the procedure for which shall be provided in such covenants, and if new community authority bonds have been issued pledging any such community improvement charge, to the extent not prohibited in the resolution authorizing the issuance of such new community authority bonds or the trust agreement or indenture of mortgage securing the bonds;

(R) Appropriate for its use, under sections 163.01 to 163.22 of the Revised Code, any land, easement, rights, rights-of-way, franchises, or other property in the new community district required by the authority for community facilities. The authority may not so appropriate any land, easement, rights, rights-of-way, franchises, or other property that is not included in the new community district.

Effective Date: 01-10-1991

349.061 Semi-annual payments for revenue sharing.

(A) As used in this section:

(1) "State sales tax" means the tax levied by the state under Section 5739.21.

(1) "New community facility" means all real property, interests in real property and improvements to real property owned by an enterprise newly located within a new community district within a _____-year period following the creation of a new community authority that is established as part of a university-community cooperative agreement as defined in section 349.01(M).

Notwithstanding any other rule of law, any covenant or agreement in deeds, land contracts, leases and any other instruments or conveyance by which real estate or any interest in real estate is conveyed by or to the developer or by the new community authority to any person or entity, including the developer, whereby such person or entity agrees, by acceptance of any such instrument of conveyance containing said covenant of agreement, to pay annually or semiannually a community development charge for the benefit and use of the new community authority to cover all or part of the cost of the acquisition, construction, operation and maintenance of land, land development and community facilities, the debt service thereof and any other cost incurred by the authority in the exercise of the powers granted by Chapter 349. of the Revised Code shall be deemed to be a covenant running with the land and shall, in any event and without regard to technical classification, after such instrument has been duly recorded in the land records of the county, be fully binding on behalf of and enforceable by the new community authority against each such person or entity and all successors and assigns of the property conveyed by such instrument of conveyance.

No purchase agreement for any real estate or interest in real estate upon which a community development charge exists by reason of a covenant running with the land shall be enforceable by the seller or binding upon the purchaser unless such purchase agreement specifically refers to such community development charge and identifies the volume and page number of the deed records of the county in which the covenant running with the land establishing such community development charge is recorded, provided that in the event a conveyance of such real estate or interest in real estate is made pursuant to a purchase agreement which does not make such reference and identification, the covenant shall continue to be deemed to be a covenant running with the land fully binding on behalf of and enforceable by the community authority against such person or entity accepting the conveyance pursuant to such purchase agreement.

When any community development charge is not paid when due, the new community authority may certify the charge to the county auditor, who shall enter the unpaid charge on the tax list and duplicates of real property opposite the parcel against which it is charged, and certify the charge to the county treasurer. An unpaid community development charge is a lien on property against which it is charged from the date the charge is entered on the tax list, and shall be collected in the manner provided for the collection of real property taxes. Once the charge is collected, it shall be paid immediately to the new community district.

No community development charge established pursuant to this chapter shall be construed as prohibiting or limiting the taxing power of municipal corporations.

Effective Date: 01-10-1991

349.071 Class actions affecting encumbrance relating to real property within new community district.

(A) In any action brought to enforce, modify, terminate, declare rights under, or otherwise affect an encumbrance relating to real property within a new community district, or in any action in which the requested relief would affect an encumbrance, one or more of the owners or residents of the real property within the new community district who are the beneficiaries of or are burdened by the encumbrance, may sue or be sued as representative parties on behalf of all the owners or residents. If one or more of the owners or residents sue or are sued as representative parties on behalf of all the owners or residents, the action may be maintained as a class action. The action shall be governed by the procedural rules in effect in the court in which the action is brought and members of the class shall be entitled to participate as provided in such procedural rules.

Any resolution authorizing any bonds or notes or any issue thereof may contain provisions, subject to such agreements with bondholders or noteholders or guarantors as may then exist, which provisions shall be a part of the contract with the holders or guarantors thereof, as to pledging all or any part of the income source of the authority to secure the payment of the bonds or notes or any issue thereof; pledging all or any part of the land to be developed by the developer; the use and disposition of the income source of the authority; a covenant to fix, alter, and collect rentals, user fees and other charges so that the pledged income source and other security will be sufficient to pay the cost of operation, maintenance, and repairs, pay principal of and interest on bonds or notes secured by the pledge of such income source and provide such reserves as may be required by the applicable resolution or trust agreement; the setting aside of reserve funds, sinking funds, replacement and improvement funds, or other special funds and the regulation and disposition thereof; the crediting of the proceeds of the sale of bonds or notes to or among the funds referred to or provided for in the resolution authorizing the issuance of the bonds or notes; the use, lease, sale, or other disposition of any part of land or community facilities or any other assets of the authority; limitations on the purpose to which the proceeds of sale of bonds or notes may be applied and pledging such proceeds to secure the payment of the bonds or notes or of any issue thereof; as to notes issued in anticipation of the issuance of community authority bonds, the agreement of the authority to do all things necessary for the authorization, issuance, and sale of such bonds in such amounts as may be necessary for the timely retirement of such notes; limitations on the issuance of additional bonds or notes; the terms upon which additional bonds or notes may be issued and secured; the refunding of outstanding bonds or notes; the procedure, if any, by which the terms of any contract with bondholders or noteholders or guarantors may be amended or abrogated, the amount of bonds or notes the holders or guarantors of which must consent thereto, and the manner in which such consent may be given; limitations on the amount of moneys which may be expended by the authority for operating, administrative, or other expenses of the authority; securing any bonds or notes by a trust agreement or indenture of mortgage in accordance with section 349.10 of the Revised Code; and any other matters, of like or different character, which in any way affect the security or protection of the bonds or notes.

Neither the members of the board of trustees of the new community authority nor any person executing the bonds or notes shall be liable personally on the bonds or notes or be subject to any personal liability or accountability by reason of the issuance thereof.

Effective Date: 10-04-1972

349.09 Issuance of new community authority bonds and notes exempt from bond laws.

The issuance of new community authority bonds and notes or new community authority refunding bonds under this chapter need not comply with any other law applicable to the issuance of bonds or notes; however, sections 9.98 and 9.981 to 9.983 of the Revised Code apply to such bonds and notes.

Effective Date: 01-10-1991

349.10 Bonds secured by trust agreement.

In the discretion of the board of trustees, any community authority bonds or notes or new community authority refunding bonds or notes issued under Chapter 349. of the Revised Code may be secured by a trust agreement or indenture of mortgage between the authority and a corporate trustee, which trustee may be any trust company or bank having the powers of a trust company within or without the state.

investment in direct obligations of the United States or an agency thereof, unless expressly prohibited by the instrument, such moneys also may be invested in no front end load money market mutual funds consisting exclusively of obligations of the United States or an agency thereof and in repurchase agreements, including those issued by the fiduciary itself, secured by obligations of the United States or an agency thereof; and in collective investment funds established in accordance with section 1111.14 of the Revised Code and consisting exclusively of any such securities, notwithstanding division (A)(1)(c) of that section. Income from all such investments of moneys in any fund shall be credited to such funds as the authority determines, subject to the provisions of any such resolution or trust agreement or indenture of mortgage, or related agreement, and such investments may be sold at such times as the authority determines.

Effective Date: 01-01-1997

349.13 Agreements with other governmental entity or agencies.

Any governmental entity or agency may, notwithstanding any contrary provision of law, lease, lend, grant, or convey to the new community authority at the authority's request, or lease, borrow, accept, or receive from the authority upon such terms as the proper authorities of such governmental entity or agency deem reasonable and fair and without the necessity for and advertisement, auction, order of court, or other action or formality other than the regular and formal action of the governmental agency concerned, any real property or interests therein including improvements thereto or personal property which is necessary or convenient to the carrying out of the new community development program, including public roads, community facilities and other real property or interests therein, including improvements thereto, or personal property already devoted to public use; and provided further that, where any such governmental entity is the developer, it may enter into any and all contracts and agreements with the new community authority for the provision by the new community authority of coordination and management service, for all or any portion of the activities and other matters relating to carrying forward the new community development program.

Effective Date: 10-04-1972

349.14 Election on question of dissolution of authority.

Except as provided in section 349.03 of the Revised Code, a new community authority organized under this chapter may be dissolved only on the vote of a majority of the voters of the new community district at a special election called by the board of trustees on the question of dissolution. Such an election may be called only after the board has determined that the new community development program has been completed, when no community authority bonds or notes are outstanding, and other legal indebtedness of the authority has been discharged or provided for, and only after there has been filed with the board of trustees a petition requesting such election, signed by a number of qualified electors residing in the new community district equal to not less than eight per cent of the total vote cast for all candidates for governor in the new community district at the most recent general election at which a governor was elected. If a majority of the votes cast favor dissolution, the board of trustees shall, by resolution, declare the authority dissolved and thereupon the community authority shall be dissolved. A certified copy of the resolution shall, within fifteen days after its adoption, be filed with the clerk of the board of county commissioners of the county in which the petition for the organization of the new community authority was filed.

Upon dissolution of a new community authority, the powers thereof shall cease to exist. Any property of the new community authority which is located within the corporate limits of a municipality shall vest in that municipal corporation and all other property of the community

Document comparison done by DeltaView on Tuesday, February 24, 2009 2:17:33 PM

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Style change	
Format change	
Moved-deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

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Deletions	6
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Moved to	0
Style change	0
Format changed	0
Total changes	41

CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE

MEMO

February 18, 2009

To: Dave Ruller, City Manger

From: Gene Roberts

RE: 2009-2010 Road Salt Purchase

Jack Hogue, Central Maintenance Manager, has received a letter from the Ohio Department of Transportation (ODOT) regarding the City participating in the ODOT Salt-Sodium Chloride (rock salt) purchase contract for the 2009-2010 winter months. Jack notes that ODOT has changed their contract requirements increasing the minimum salt to be purchased and decreasing the maximum amount which can be purchased.

Jack has analyzed our past usage and storage capacity and recommends increasing our commitment quantity for the ODOT rock salt contract to 4,500 tons. Based on ODOT's new invitation terms and conditions the 4,500 ton commitment requires the City to purchase a minimum of 3,600 tons with the ability to purchase a maximum of 5,400 (see attached Memo).

The change in the ODOT rock salt invitation terms and conditions is a result of the investigation conducted by ODOT at the request of the Governor to determine the cause of the drastic increase in salt prices seen this winter. One of the issues discovered in the investigation was the disparity between what the supplier was required to produce, versus what quantity he was guaranteed to sell. By example for the City's portion of the 2008-2009 invitation the supplier was required to produce 6,000 tons but was only guaranteed a sale in the amount of 2,000 tons or 50% minimum, 150% maximum, of the City's commitment of 4,000 tons. This disparity is a primary cause of the price increase.

I concur with Jack's analysis and recommend that Kent City Council pass the necessary Resolution/Ordinance (required language attached) allowing the City to enter into an agreement to participate in the ODOT contract for the purchase of rock salt for the 2009-2010 winter season. Although the exact price is not set, staff's review of our historical costs indicate that the City will most likely receive its best price by participating in the ODOT purchase contract, especially in light of the min-max changes in next season's supplier agreement.

This issue has an extremely short time line as the resolution of participation needs to be received by ODOT's Office of Contracts no later than Friday, March 25, 2009.


Cc: Jim Silver, Law Director
Barbara Rissland, Budget & Finance Director
James Bowling, P.E., City Engineer
Jack Hogue, Central Maintenance Manager
file

CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE
CENTRAL MAINTENANCE DIVISION

MEMO

Date: February 18, 2009

To: Gene Roberts, Public Service Director

From: Jack Hogue, Central Maintenance Manager 

RE: 2009-2010 Sodium Chloride (Rock Salt) State Bid

During the 2008-2009 winter season the City was able to purchase 4,800 tons of Sodium Chloride (road salt) from ODOT. We were able to purchase this salt through the state bid at a price of \$43.20/ton as opposed to paying \$43.57/ton thru the next closest bid. It was reported municipalities not on the state bid list were paying anywhere from \$65.00/ton up to \$150.00/ton if salt supplies were available to them. Participation in the state bid allowed the City to reserve the estimated amount of salt needed; which was set at 4,000 tons. Each entity was required to purchase at least 50% of the reserved amount or 2,000 tons up to 150% of the reserved amount. During the execution of the contract the state ended up limiting the total amount an entity could purchase to 120%, down from the original 150%. Instead of the City being able to purchase up to 6,000 tons, we were limited to 4,800 tons. Purchase of salt over and above the 4,800 tons will have to be purchased through the next lowest bidder; the CUE Coop., which the City is also a member. For the winter of 2009-2010 the state has changed the requirements again. For the 2009-2010 winter each entity may reserve the estimated amount of salt needed, however they will be required to purchase 80% of that amount and allowed to purchase only up to 120%. Considering these purchasing changes, I would request that we increase our estimated amount of salt from 4,000 ton to 4,500 ton. ODOT's participation agreement requires that each entity obtain their respective entities resolution/ordinance for the next term of the contract.

I have attached the letter received from ODOT informing me of Sodium Chloride Bid and the participation agreement to this memo for your review and respectfully request it be submitted to Council for their approval. This document must be completed and Councils Ordinance attached in order to submit to the Ohio Department of Transportation, Office of Contracts, Purchasing Services no later than March 25, 2009. If this deadline is not met the City will not be able to purchase salt from ODOT. Please feel free to contact me with any questions or comments concerning this matter.

jeh



OHIO DEPARTMENT OF TRANSPORTATION

CENTRAL OFFICE, 1980 WEST BROAD STREET, COLUMBUS, OHIO 43223
TED STRICKLAND, GOVERNOR Jolene M. Molitoris, Director

February 6, 2009

Re: 018-10, Salt-Sodium Chloride

Dear Municipality:

All political subdivisions desiring to participate with the Ohio Department of Transportation in the purchase of sodium chloride (rock salt) for the 2009-2010 winter season must complete and submit the enclosed participation agreement to the Office of Contracts. **This agreement was updated on February 5th, 2009. All agreements received prior to February 5th, 2009 will not be considered. All updated agreements must be received by our office prior to March 25th, 2009.** This will allow our office sufficient time to add your requirements to our bidding documents.

The participation agreement consists of the resolution/ordinance of the legislative authority or governing board of the political subdivision authorizing participation in this contract and agreeing to be bound by the invitation's terms and conditions.

Upon receipt of the agreement each political subdivision will get added to a list that will be maintained on the Office of Contracts web site. This list will be updated daily on the Contracts web site located at ->

<http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Purchase/salt.doc>

Mail the original to the Ohio Department of Transportation, Office of Contracts, Purchasing Services, Attention Jim Schurch, 1980 West Broad Street, 1st floor, Columbus, Ohio 43223.

If you have any questions please email contracts.purchasing@dot.state.oh.us.

Respectfully,

Tom Pannett
Acting Administrator
Office of Contracts

OHIO DEPARTMENT OF TRANSPORTATION

Office of Contracts
Purchasing Services
Cooperative Purchasing Program
Sodium Chloride (Rock Salt)
Contract 18

<http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Pages/Purchase.aspx>

DATE SUBMITTED: _____

RESOLUTION / ORDINANCE as adopted for sodium chloride/ rock salt requirements for purchase. Effective period: twelve months from date of award, inclusive, or on an effective date as determined by the Director at the time of bid.

Whereas, Section 5513.01(B) of the Ohio Revised Code provides the opportunity for Political Subdivisions including Counties, Townships, Municipal Corporations, Port Authorities, Regional Transit Authorities, State Colleges/Universities and County Transit Boards and others to participate in contracts of the Ohio Department of Transportation for the purchase of machinery, material, supplies, or other articles;

Now Therefore, Be it Ordained, Intending to Be Legally Bound That _____
(Agent)

Hereby Requests Authority in The Name of _____
(Political Subdivision)

To participate in the Ohio Department of Transportation's Contract for Rock Salt and Agrees:

- 1) To purchase an estimated salt tonnage, indicated below, exclusively from the vendor awarded the rock salt contract for the county in which said political subdivision is located;
- 2) To be bound by the terms and conditions of the contract;
- 3) To be responsible for payment directly to the vendor for the quantities purchased under the contract; and
- 4) To be responsible for resolving disputes arising out of participation in the contract and, to the extent allowable under Ohio law, hold the Director of Transportation and the Ohio Department of Transportation harmless for any claim or dispute arising out of participation in the contract pursuant to Ohio Revised Code Section 5513.01(b).

MINIMUM ORDER = 1 TRUCKLOAD / 22 TONS WITHOUT PILER OR 200 TONS WITH PILER

STOCKPILE LOCATIONS	STOCKPILE CAPACITY	TONS REQUIRED (Estimated) ¹

¹ **NOTE:** By executing this agreement and providing an estimated tonnage the Political Subdivision recognizes that Contract 18 will contain a min/max tonnage provision, as determined by the Director at the time of bid but will not exceed 80/120 respectively, for which the Political Subdivision will be responsible.

Continued

Participating Political Subdivisions are intended beneficiaries under this contract and are real parties in interest with the capacity to sue and be sued in their own name without joining the state of Ohio, Ohio Department of Transportation. By signing and returning this agreement, you will be bound to participate in this contract during the upcoming winter season, upon award of the contract to a successful vendor. A participating Political Subdivision cannot change its position during this contract period. Termination of participation is effective upon the expiration date of the contract. Failure of a Political Subdivision to purchase its requirements from the awarded vendor or comply with the terms of this contract may invalidate participation for the following winter season.

Political subdivisions will be required to submit a new participation agreement form every year, indicating storage capacity and stating salt needs for the contract period.

(Authorized Signature and Title) *(Date)*

(Print Exactly as Signed Above)

(County Location) *(County Number)*

(Political Subdivision)

(Street) *(P.O. Box)*

(City) *(State)* *(Zip plus 4)*

(Contact Name Responsible for Ordering Salt) *(Phone Number)*

Note: This Participation Agreement must be received by the Ohio Department of Transportation, Office of Contracts, Purchasing Services prior to the mailing of Invitation 018 each year.

Fax copy to 614-728-2078

Mail original to:

The Ohio Department of Transportation
Office of Contracts, Purchasing Services
Attention, Jim Schurch, Purchasing Coordinator
1980 West Broad Street, 1st floor
Columbus, Ohio 43223

Gene Roberts - ODOT'S SODIUM CHLORIDE ROCK SALT BID

From: "Tina Hutchinson" <THutchinson@portageco.com>
To: <baconley2404@yahoo.com>, <dderreberr@aol.com>, <cindywerab@yahoo.com>, <Dangloriatronge@aol.com>, <yikesplace@aol.com>, <sfields@neo.rr.com>, <brimfieldroaddept@rrbiznet.com>, <brimfieldnrodd@rrbiznet.com>, <buckeyeruthie@yahoo.com>, <deerfieldtwp@embarqmail.com>, <juto2@aol.com>, <templetonsheshe@aol.com>, <Austin34@aol.com>, <jrepcik345@aol.com>, <kbenja6206@neo.rr.com>, <mbeckwith@neo.rr.com>, <gfalstad@gmail.com>, "Sue Lucas" <FrnklnClerk@neo.rr.com>, <frktwroadsuper@att.net>, <Johnczizka@aol.com>, <electharn@aol.com>, <jakham@nacs.net>, <rosemaryt.nicholas@gmail.com>, <dbrewman19@yahoo.com>, <jdfinney@cebridge.net>, <Randolphfo@aol.com>, <bcherry1@neo.rr.com>, <HanktheGman@aol.com>, <kelly.rich@ravennatownship.com>, <Clerk@rootstowntwp.com>, <Clerk9692@yahoo.com>, <mrfixit4@msn.com>, <trustleaf1273@yahoo.com>, <slcalcei@yahoo.com>, "Jayme Neikirk" <jngpd944@hotmail.com>, <trustees@shalersvilletwp.com>, <rgg1719@yahoo.com>, <spice225@embarqmail.com>, <dillon@tdin.com>, <Rogerklodt@netzero.com>, <mbowen@ci.ravenna.oh.us>, <Roberts@kent-ohio.org>, <trewj@auroraoh.com>, <bterrell@cityofstreetsboro.com>, <hirambob@yahoo.com>
Date: 2/17/2009 10:50 AM
Subject: ODOT'S SODIUM CHLORIDE ROCK SALT BID
CC: "Michael Marozzi" <MMarozzi@portageco.com>, "Bryan Ford" <BFord@portageco.com>, "Marsha Hamilton" <MHamilton@portageco.com>
Attachments: ODOT SODIUM CHLORIDE ROCK SALT BID FEBRUARY 09.doc

Participation agreements for ODOT's Sodium Chloride Rock Salt Bid were to be completed and submitted to ODOT's Office of Contracts by February 27, 2009.

ODOT has since updated their agreement (as of February 5, 2009) and all agreements received by ODOT prior to February 5, 2009 will not be considered. The updated agreement must be received by ODOT's Office of Contracts by March 25, 2009. Attached is the updated information which we found on ODOT's website:

<<ODOT SODIUM CHLORIDE ROCK SALT BID FEBRUARY 09.doc>>

If you've already forwarded your participation agreement to ODOT for the 2009-2010 winter season, you may want to contact Jim Schurch @ ODOT's Office of Contracts to find out if a new agreement will need to be submitted. His contact information follows:

Jim Schurch
Office of Contracts
Ohio Department of Transportation
1980 West Broad Street, 1st Floor
Columbus, OH 43223
Telephone : (614) 644-7880 or (800)
459-3778
E-Mail:
contracts.purchasing@dot.state.oh.us

Tina

Tina Hutchinson, Administrative Assistant

PORTAGE COUNTY ENGINEER

5000 Newton Falls Road

Ravenna, OH 44266

Phone: (330) 296-6413

Fax: (330) 296-2303



OHIO DEPARTMENT OF TRANSPORTATION

CENTRAL OFFICE, 1980 WEST BROAD STREET, COLUMBUS, OHIO 43223
TED STRICKLAND, GOVERNOR Jolene M. Molitoris, Director

February 6, 2009

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If you have any questions please email contracts.purchasing@dot.state.oh.us.

Respectfully,

Tom Pannett
Acting Administrator
Office of Contracts

OHIO DEPARTMENT OF TRANSPORTATION

Office of Contracts
Purchasing Services
Cooperative Purchasing Program
Sodium Chloride (Rock Salt)
Contract 18

<http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Pages/Purchase.aspx>

DATE SUBMITTED: _____

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Political subdivisions will be required to submit a new participation agreement form every year, indicating storage capacity and stating salt needs for the contract period.

(Authorized Signature and Title)

(Date)

(Print Exactly as Signed Above)

(County Location)

(County Number)

(Political Subdivision)

(Street)

(P.O. Box)

(City)

(State)

(Zip plus 4)

(Contact Name Responsible for Ordering Salt)

(Phone Number)

Note: This Participation Agreement must be received by the Ohio Department of Transportation, Office of Contracts, Purchasing Services prior to the mailing of Invitation 018 each year.

Fax copy to 614-728-2078

Mail original to:

The Ohio Department of Transportation
Office of Contracts, Purchasing Services
Attention, Jim Schurch, Purchasing Coordinator
1980 West Broad Street, 1st floor
Columbus, Ohio 43223

County	Political Subdivision Stockpile Location & Contact Person for Ordering Salt	Stockpile Capacity Tons	Estimated Tons Required
Perry	Perry County Engineer P.O Box 29 New Lexington, OH 43764		
	Stockpile: 499 N. State St. Stockpile: 2645 Old Somerset Rd. Kenton C. Cannon, P.E., P.S. 740-342-2191	1,000 500	1,000 500
Portage	City of Kent 930 Overholt Road Kent, OH 44240 Stockpile: 590 Plum St., Kent Jack Hogue 330-678-8105	5,000	4,000
Portage	City of Ravenna 210 Parkway Ravenna, OH 44266		
	Stockpile: 459 Spruce Stockpile: 701 Oakwood Chuck Dowdy 330-296-3114	300 100	300 100
Portage	Deerfield Township 1450 St. Rt. 14 Deerfield, OH 44411 Stockpile: 1450 St. Rt. 14, Deerfield Lowell Powers 330-654-2980	75	150
Portage	Franklin Township 218 Gougler Ave. Kent, OH 44240 Stockpile: 2331 Ravenna Road, Kent Rick Hunsicker 330-673-6222	700	3,000
Portage	Freedom Township 7827 King Road Ravenna, OH 44266 Stockpile: Township Garage, SR 700 Charles Vansteenbergh 330-527-7414		200
Portage	Hiram Village 11617 Garfield Road Hiram, OH 44234 Stockpile: 11617 Garfield Rd, Hiram Robert Wood 330-569-7802	50	100
Portage	Mantua Township 3998 Winchell Road Mantua, OH 44255 Stockpile: 11622 Mantua Center, Mantua Mark L. Hall 330-274-8568	200	600

Monday, February 09, 2009 11:16:06 AM

County	Political Subdivision Stockpile Location & Contact Person for Ordering Salt	Stockpile Capacity Tons	Estimated Tons Required
Portage	Nelson Township 9231 SR 305, PO Box 377 Garrettsville, OH 44231 Stockpile: 11642 Parkman Rd, Garrettsville Frank Macek 330-527-2526	50	300
Portage	Portage County Engineer 5000 Newton Falls Road Ravenna, OH 44266 Stockpile: 5000 Newton Falls Road Bryan Ford 330-296-6411	4,000	11,000
Portage	Randolph Township 3636 Waterloo Road Randolph, OH 44265 Stockpile: 3636 Waterloo Road, Randolph Larry Klodt 330-325-2776	250	400
Portage	Ravenna Township 6115 Spring Street Ravenna, OH 44266 Stockpile: 6115 Spring St., Ravenna Stanley Zdanczewski 330-760-2893	250	900
Portage	Rootstown Township 4268 Sandy Lake Rd Ravenna, OH 44266 Stockpile: 4356 New Milford Rd, Rootstown Darrell Stephens 330-325-7715	300	1,600
Portage	Village of Brady Lake 2123 Merrill Rd Ravenna, OH 44266 Stockpile: 2123 Merrill Rd, Brady Lake Ethel Nemeth 330-673-0365	25	150
Preble	City of Eaton 328 North Maple Street Eaton, OH 43520 Stockpile: 397 West Lexington Road, Eaton Greg Frost 937-533-6820	200	800
Preble	Preble County Engineer 1000 Preble Dr. Eaton, OH 45320-9202 Stockpile: 1000 Preble Dr. Ellen Jones 937-456-4600	700	2,000

Monday, February 09, 2009 11:16:08 AM

MEMORANDUM
DIVISION OF ENGINEERING
City of Kent Department of Public Service

DATE: February 24, 2009
TO: Dave Ruller
FROM: Jim Bowling
SUBJECT: Ohio EPA Water Pollution Project Stimulus Assistance Requests

The Service Department recently submitted seven projects totaling \$4.5 million in requests for potential Stimulus monies through the Ohio EPA and the State Recovery web site. The City received a request from the Ohio EPA for potential stimulus projects that would reduce surface water pollution. The request was received in early February and was due to the Ohio EPA on February 13, 2009. This was not a request for applications and the City is not obligated to complete any of the projects that were provided.

The Ohio EPA has not determined how the projects will be selected and they also do not know if the money will be made available as loans or grants. The projects were required to be able to begin construction by November 2009. Based on this information the Service Department reviewed our current and past capital commitments and included the following projects for consideration by the Ohio EPA.

Admore Drive Pump Station Upgrade – This project includes replacing the existing pumps in the Admore Drive Sanitary Pump Station. The pumps would be replaced by Water Reclamation Facility Staff. This project is currently in the capital plan for 2010.

Project Cost: \$58,000; Amount Requested: \$52,500

Aeration Tanks Upgrade – This project includes the replacement of the rubber membranes diffusers in the three aeration tanks in the Water Reclamation Facility. The diffusers have a five year life expectancy and the current diffusers are four to five years old. This project is currently in the capital plan for 2010.

Project Cost: \$36,750; Amount Requested: \$33,075

Pump Station Flow Meter Upgrade (6 Stations) – This project includes installing monitoring equipment at six sanitary pump stations to provide flow measuring capabilities. Currently, two facilities already have this capability. This project is currently in the capital plan for 2009.

Project Cost: \$56,654; Amount Requested: \$51,504